

1. BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated MARCH 25, 1999 and recorded on APRIL 1, 1999. The Security Instrument was recorded in the records of MADISON County, Iowa at BOOK 207, PAGE 397.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. The Security Instrument was given to secure the original Secured Debts which have now been modified. The new Secured Debts include the following debts and all extensions, renewals, refinancings, modifications and replacements.

A PROMISSORY NOTE, LOAN #32330-37696, DATED MAY 3, 2000, FROM BORROWER TO LENDER, WITH A LOAN AMOUNT OF \$75,000.00 AND AN INITIAL VARIABLE RATE OF 11.00%, MATURING ON FEBRUARY 15, 2001. A PROMISSORY NOTE, LOAN #32330-44347, DATED MAY 3, 2000, FROM BORROWER TO LENDER, WITH A LOAN AMOUNT OF \$35,239.00 AND AN INITIAL VARIABLE RATE OF 11.00%, MATURING ON SEPTEMBER 3, 2000. A PROMISSORY NOTE, LOAN #32330-42356, DATED MARCH 25, 1999, FROM BORROWER TO LENDER, WITH AN ORIGINAL LOAN AMOUNT OF \$60,000.00 AND AN INITIAL VARIABLE RATE OF 8.70%, MATURING ON APRIL 1, 2009.

NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$167,000.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

3. MAXIMUM OBLIGATION LIMIT. The maximum obligation limit has been modified. The total principal amount secured by this Security Instrument at any one time will not exceed the amount stated in the NOTICE section. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

5. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

LENDER:
BRENTON BANK
Organized and existing under the laws of Iowa
400 Locust St.
Suite 200
P.O. Box 891
Des Moines, Iowa 50304
420994231

MORTGAGOR:
VIRGIL NORMAN SMITH
3122 VALLEY VIEW TRAIL
PROLE, Iowa 50229
HUSBAND
MARILYN SMITH
3122 VALLEY VIEW TRAIL
PROLE, Iowa 50229
WIFE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is MAY 3, 2000. The parties and their addresses are:

MODIFICATION OF MORTGAGE

Space Above This Line For Recording Data

This instrument was prepared by JULIE RETZLAFF, 6800 LAKE DRIVE, SUITE 250, WEST DES MOINES, IOWA 50266, 515-362-5934

RACHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

2000 MAY -9 PM 4: 15

BOOK 217 PAGE 565

FILED NO. 004209

COMPARED ✓
RECORDED ✓
COMPUTER ✓

REC'D
MAY 9 2000
15 40

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

[Signature]

VIRGIL NORMAN SMITH
[Signature]

MARILYN SMITH

LENDER:

BRENTON BANK
[Signature]

PATRICK G. REDING, VICE PRESIDENT

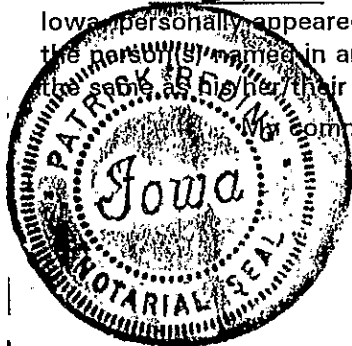
ACKNOWLEDGMENT.

(Individual)

State Iowa OF Linn County OF Warren ss.

On this 3rd day of May, 2000 before me, a Notary Public in the state of Iowa, personally appeared VIRGIL NORMAN SMITH, HUSBAND, and MARILYN SMITH, WIFE, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

My commission expires:



(Seal)

[Signature]

(Notary Public)

ACKNOWLEDGMENT:

(Corporate)

County of Polk, State of Iowa ss.

On this 4th day of May, 2000 before me, a Notary Public in the state of Iowa, personally appeared PATRICK G. REDDING, to me known, who being by me duly sworn, did say that he is the VICE-PRESIDENT of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said PATRICK G. REDDING, as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

My commission expires: 6-17-2002

[Handwritten Signature]

(Notary Public)

(seal)